

Black Hawk Co.

Teamsters #238 (Roads)

7/1/2005 6/30/2007

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**BLACK HAWK COUNTY  
ENGINEER/SECONDARY ROADS  
DEPARTMENT**

**and**

**CHAUFFEURS, TEAMSTERS AND  
HELPERS, LOCAL 238, affiliated with  
the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

**July 1, 2005 - June 30, 2007**

**TEAMSTERS LOCAL 238**  
**SECONDARY ROADS EMPLOYEES, UNIT 4**  
**and**  
**BLACK HAWK COUNTY, IOWA**  
**Effective July 1, 2005 to June 30, 2007**

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## **AGREEMENT**

THIS AGREEMENT entered into this 1st day of July, 2005 by and between Black Hawk County, Iowa, Secondary Roads Department, hereinafter referred to as the "Employer," and Chauffeurs, Teamsters and Helpers, Local Union No. 238, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears this refers to the Iowa Public Employment Relations Act, identified as Chapter 20, Code of Iowa.

### **Article 1** **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the Secondary Road department regular full-time and part-time county road maintenance employees, as set forth in the Iowa Public Employment Relations Board, Order of Certification Case No. 2025, dated October 20, 1982, which excludes the tech secretary (confidential secretary to the County Engineer), County Engineer, foreman (also referred to as job superintendent), and all other personnel excluded under Section 4 of the Public Employment Relations Act of Iowa.

### **Article 2** **SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Article 3** **EMPLOYER RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the public agency; discipline, suspend or discharge employees for cause; to develop and enforce rules for employee discipline; to maintain the efficiency of governmental operations; to schedule working hours and vacation; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the public Employer by law.

**Article 4**  
**NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slow-downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

**Article 5**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

The Parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedures:

Informal: An employee shall discuss a complaint or problem orally with his immediate supervisor or the supervisor's designated representative within one (1) working day following its occurrence, in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer's designated supervisor within three (3) working days following the oral discussion. Within six (6) working days after this Step 1 meeting, the Employer shall answer the grievance in writing. If a grievance at Step 1 is not timely answered by the Employer, it may be automatically referred to Step 2.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within five (5) working days present the grievance in writing to the County Engineer. The County Engineer shall, within five (5) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and then reply in writing within three (3) working days. A copy of the grievance and the Department Head's answer shall be forwarded to the Human Resources Director.

Step 3: If the County Engineer's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance to the Human Resources Director within five (5) working days of the receipt of the Step 2 answer. Following a meeting with the aggrieved employee and/or the Union, the Human Resources Director shall answer the grievance in writing within seven (7) working days.

Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within (7) working days after the date of the Human Resources Director's or designated representative's answer given in Step 3.

It is expressly agreed and understood that no employees or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect not to have the Union representative present at the grievance meeting(s).

All grievances must be taken up promptly, and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration, to select an arbitrator or to request in writing that the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise by the parties alternately eliminating names from the list.

After each party has eliminated the names of three (3) arbitrators from this list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of the transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

## **Article 6**

### **IMPASSE PROCEDURES**

Prior to the expiration date of this Agreement, the Board shall, upon the request of either party, appoint an impartial and disinterested person to act as mediator. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree. Impasse procedure shall be per Chapter 20 of the Code of Iowa.

**Article 7**  
**SENIORITY**

7.1: Definition: Seniority shall be defined two (2) ways:

- A. Bargaining Unit: The length of continuous service in the bargaining unit.
- B. Job Classification: The length of continuous service in the employee's current job classification.

7.2: Probationary Period: A new employee shall serve a probationary period not to exceed six (6) months. Upon completion of the probationary period, the employee shall be put on the seniority list and his seniority shall be determined from his date of employment. The employee may be terminated for any reason during the probationary period, without recourse to the grievance procedure.

7.3: Bidding:

- A. No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire until such vacancy has been posted or employees notified for at least five (5) working days, and present employees have had the opportunity to have their applications considered. Qualified applicants outside the unit may be considered by the Engineer after said five (5) days. When the Engineer considers the successful job bidder, qualifications based on the job description will be the primary consideration, and where qualifications are equal, seniority shall govern. Employees shall be afforded the opportunity to be trained to operate equipment to qualify for promotion opportunities. The Employer reserves the right to deny crane training.
- B. An employee may not bid more than twice within a one hundred and eighty (180) day period.
- C. Employees bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During this trial period, the employee shall receive actual training directly related to the duties of the job. The Employer reserves the right to conduct tests to determine successful job performance. If such employee fails to satisfactorily perform the job, or disqualifies himself within said period, he shall be returned to his former position without loss of seniority.

7.4: Layoff:

- A. When the working force is to be reduced, the employee in the affected classification with the least bargaining unit seniority shall be the first removed. The employee can then replace any employee in a lower-rated classification who has less bargaining unit seniority, provided that the employee is qualified to perform the work. On recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.
- B. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

7.5: Loss of Seniority: An employee shall lose his seniority and the employment relationship

shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged for cause.
- C. Engaging in work without prior approval while on leave of absence, or giving false reason for obtaining a leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that employee was physically unable to give notice.
- E. Failure to report for work at the end of leave of absence.
- F. Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to employer's records.
- G. Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- H. Employee retires.

It is the employee's responsibility to keep the Employer informed of his current address and phone number.

## **Article 8**

### **LEAVE OF ABSENCE**

8.1: Upon giving reasons satisfactory to the Employer, an employee may be granted a leave of absence without pay for a period or periods of time mutually agreeable between the employee and the employer. Requests for such leave shall be made in writing to the employer.

8.2: An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or to accrue retirement or sick leave during the period of such leave, except as otherwise provided by state law. An employee will be granted a leave of absence without pay for a period or periods not to exceed one continuous year, upon giving a reason satisfactory to the Employer.

8.3: If the Employee does not return to work upon the expiration of his leave of absence, he shall be terminated.

8.4: Upon return from leave of absence, the employee shall return to his former job if physically qualified, or to another position, in accordance with seniority, qualifications, and ability.

## **Article 9**

### **MILITARY LEAVE**

A full-time employee may be granted a military leave of absence for a period of up to thirty (30) days with pay, as prescribed by the Code of Iowa. The Employer recognizes an employee's re-employment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act.



**Article 10**  
**UNIT WORK**

Supervisors may perform bargaining unit work for the following reasons: training; instruction; acting in situations when failure to do the work would result in damage to property, material, machinery or equipment; and emergency situations.

**Article 11**  
**SAFETY AND HEALTH**

11.1: The public employer and the employees and Teamsters Local Union No. 238, recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale, and good job image.

11.2: It is recognized that employees will be expected to exercise reasonable judgment in the care and use of all equipment in the performance of their jobs.

11.3: The Safety Committee will be responsible for meeting quarterly to evaluate department safety, make plans for recommendations, and counsel as necessary concerning the effective administration of the County Safety Program. The Safety Committee will consist of four (4) people, with two (2) from the Employer and two (2) from the unit represented.

11.4: The County shall be responsible for the payment of any fines, fees, or other charges imposed on an employee while in a County vehicle for any unscaled overload violation imposed.

**Article 12**  
**BULLETIN BOARDS**

A bulletin board shall be installed in every shop and office where unit employees are assigned. The Business Agent of the Union and/or steward shall be permitted to post official union notices on the designated bulletin board at each location, and said notice must be signed by the Business Agent of Local Union 238. Other notices may be posted only by approval of the Engineer.

**Article 13**  
**RULES**

The Employer may develop, implement, and enforce Black Hawk County Personnel Policies and other work rules through employee discipline. Said personnel policies and work rules will be sent to the Union. These policies and rules will not be unreasonable in nature, and in any instances where policies/rules conflict with this Agreement, the Agreement prevails.

**Article 14**  
**VISITATION**

The business representative of the Union who has been previously identified by the Union to the County Engineer or his designated representative for each visit, will be permitted to visit the jobs

or shops to ascertain that the Agreement is being complied with. Said union representative is not to interfere with the Employer's operation.

**Article 15**  
**WORK-RELATED INJURY REPORTING**

In the case of injury due to work or incurred while at work, all such injuries must be reported to the Engineer or his designated representative on the same day the injury is sustained or first becomes known to the injured employee.

**Article 16**  
**STEWARDS**

The Employer recognizes the bargaining unit's right to have a steward and three (3) can be elected by the employees from among the workers in the unit. A written list of the names of the stewards or designated representatives of the Union employed by the County shall be furnished to the Public Employer by the Union after their designation, and all changes in the representation shall be given to the Public Employer by the Union.

**Article 17**  
**HOURS OF WORK AND OVERTIME**

17.1: Purpose: The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Engineer.

17.2: Normal Hours: The probable work week for maintenance employees will be forty (40) hours, with a probable starting time of 7:00 a.m. During temporary periods, road conditions or weather conditions may require more than eight (8) hours per day and more than forty (40) hours per week be worked. This is not to be interpreted as a guarantee of a forty (40) hour work week, or eight (8) hour work day.

17.3: Lunch and Break Periods:

- A. The Employer shall grant a one-half (1/2) hour lunch period without pay from 12:00 noon to 12:30 p.m.
- B. The Employer shall grant, with pay, one rest period in the morning from 9:30 a.m. to 9:45 a.m., and one rest period in the afternoon from 2:00 p.m. to 2:15 p.m. Upon approval of a supervisory (non-bargaining unit) employee on an individual basis, the above-described times and arrangements for lunch and rest periods may be changed.

17.4: Travel Time: Travel time from shop to shop, or from shop to job site, shall be considered as time worked. Travel time from job site to the last shop to which assigned shall also be considered time worked.

17.5: Minimum Pay: Any employee who reports to work as directed shall receive a minimum of two (2) hours of work or pay-in-lieu thereof.

17.6: Overtime:

- A. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's straight-time hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Vacation time, paid holidays, casual days, and scheduled doctor appointments will be considered time worked for the purposes of computing overtime. Other paid leaves will not count. Overtime shall not be paid more than once for the same hours worked.
- B. The work week shall be from 12:01 a.m. Monday to 12:00 midnight Sunday.
- C. Any work performed outside of the normal work day must have the prior approval of a supervisory (non-bargaining unit) employee. Each employee performing work at times other than normal working hours must notify a supervisor (non-bargaining unit) at the time he begins and at the time he completes work.
- D. Overtime shall be offered first to the employee who, during normal working hours, would usually be assigned to perform the work requiring the overtime. If this employee refuses the overtime, the overtime shall be offered to other employees in accordance with seniority and qualifications. If the overtime work would usually be assigned to more than one employee, the overtime shall be offered to additional employees in accordance with seniority and qualifications.
- E. Employees required to wear a pager will be paid One Hundred and Twenty-five Dollars (\$125) for any assignment in a seven (7)-day period (Monday through Sunday). Assignments will be made by seniority rotation. Time worked when called in will be paid at the appropriate overtime rate as provided herein.
- F. If employer wishes to designate one or more D.O.T. certified welders, the position(s) shall be posted for bid and shall be paid at the Operator III rate of pay. Employer agrees to pay for costs related to required certification/training for the D.O.T. certification each year.

17.7: Compensatory Time: At the employee's option, compensatory time for overtime worked during a pay period can be accumulated up to a maximum of eighty (80) hours. Compensatory time may be taken in two (2) hour increments unless mutually agreed to by the Employer and employee. The agreement by management shall not be arbitrarily, unreasonably, or capriciously denied, and compensatory time may be accrued at one and one-half (1 1/2) hours of compensatory time for each hour worked. Employees must obtain approval from the Engineer or his designated representative, prior to the beginning of the shift, to take compensatory time.

17.8: Flex-Time: Flex-time may vary the above time if agreed to by the Department Head and the employee. The flex-time will not cause any increase or loss of wages or benefits.

17.9: Inclement Weather Notification: When conditions exist (such as storms, tornadoes and floods), which are reasonably likely to require employees to come to work, employees shall keep the superintendent informed of their whereabouts should it be necessary to call them in.

**Article 18**  
**TRANSFERS**

18.1: Employees permanently promoted or transferred to a different job classification shall be paid at the applicable hourly rate of the new classification as of the effective date of the promotion or transfer.

18.2: An employee temporarily transferred to a higher classification for more than ten (10) calendar days shall receive the rate of pay applicable to that classification from the first day.

18.3: The Engineer will post a notice so that any employee in the classification who wishes to transfer to the open location may request transfer. This procedure will allow the employee three (3) working days to request transfer.

**Article 19**  
**SICK LEAVE**

19.1: Accumulation: Each full-time regular employee shall accrue sick leave at the rate of ten (10) hours per month of continuous employment. Maximum accumulation shall be nine hundred and sixty (960) hours.

19.2: Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- A. Serious or confining illness of the employee.
- B. A maximum of five (5) days per fiscal year for contagious or serious illness of a member of the employee's immediate family and the presence of the employee is required. Immediate family shall be defined as spouse, parents, step-parents, parents of spouse, children, brothers and sisters.
- C. Medical or dental appointments which cannot be scheduled during non-working hours.
- D. Female employees may use accumulated sick leave for absences occasioned by complications resulting from pregnancy and for recovery from childbirth or miscarriage. Female employees who do not have sufficient accumulations of sick leave to cover such absences shall be eligible for an unpaid leave of absence on the same basis as other employees.

19.3: Verification: The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further disciplinary action. An employee absent for three (3) consecutive working days or more, shall present to the County a physician's statement that he was medically unable to work.

19.4: Notification: When absences due to sickness are necessitated, the employee shall notify the foreman prior to the beginning of his scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave, and subject to disciplinary action.

19.5: Conversion: Employees with seventy-five (75) days of accumulated sick leave shall be

eligible to convert three (3) additional days sick leave to one (1) casual day.

19.6: Reimbursement: Upon termination from employment, accrued sick leave shall be forfeited, except that an employee hired prior to January 1, 1989, with at least five (5) years but less than ten (10) years full-time employment as of December 31, 1995, who terminates in good standing, shall be reimbursed for twenty-five percent (25%) of the sick leave the employee had accumulated as of December 31, 1995. An employee with more than ten (10) years full-time employment as of December 31, 1995, who terminates in good standing, shall be reimbursed for fifty percent (50%) of the sick leave the employee had accumulated as of December 31, 1995. The value of this sick leave reimbursement shall be determined at the employee's December 31, 1995, rate of pay. If the employee has fewer hours accumulated at the time of his termination than the hours accumulated on December 31, 1995, the reimbursement shall be based upon the hours accumulated at the time of termination multiplied by the employee's December 31, 1995, rate of pay. Under no circumstances shall the total number of hours exceed four hundred and eighty (480).

Employees hired on or after January 1, 1989, will be eligible for sick leave reimbursement at the rates listed above only upon retirement from employment under IPERS.

Employees hired after January 1, 1996, will not be eligible for sick leave reimbursement.

19.7: Probationary Employees: Employees are not eligible for sick leave benefits during the first ninety (90) days of employment. However, employees shall be credited with accrued sick leave as of the date of employment.

19.8: Sick Leave Casual Day: Employees may accrue one (1) casual day for every four (4) months of zero sick leave usage. The four-month timeframes are July 1 through October 31, November 1 through February 28 (or 29), and March 1 through June 30. Sick leave casual days must be used within one (1) year of the date they are earned. Any accrued sick leave casual day(s) shall be forfeited upon termination.

Date of Employment: For the purposes of this Article, an employee who begins his employment on or before the fifteenth (15th) of the month will be credited with sick leave for the entire month. An employee who begins his employment after the fifteenth (15th) of the month will begin to accrue sick leave on the first day of the month following his employment.

## **Article 20**

### **FUNERAL LEAVE**

20.1: Eligibility: Each regular full-time employee shall, after ninety (90) days of continuous employment, be eligible for a paid leave of absence for a death in the immediate family. Immediate family shall be defined as parent, parent of spouse, spouse, child, step-parent, step-parent of spouse, step-child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild.

20.2: Employees will also be granted one (1) day with pay to attend funerals of relatives other than immediate family.

20.3: Length of Leave:

- A. Spouse, Child, Mother and Father--up to five (5) days.
- B. Others--Up to three (3) days.

20.4: Administration: Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs, or leaves of absence. Payment will be made on the basis of the employee's normal work day's pay. The employee must attend the funeral in order to qualify for funeral leave pay.

20.5: Pallbearers: Employees qualifying under this section may be granted a paid absence for service as a pallbearer. Employees, when released, will report to work within one (1) hour.

## **Article 21**

### **HOLIDAYS**

21.1: Holidays Designated: Regular full-time and part-time employees will be eligible for the following eleven (11) paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving, Christmas, Floating Christmas Holiday to be designated by the Employer, and Employee's Birthday. With concurrence of the Engineer, employees will be allowed to take their birthday holiday seven (7) calendar days before or after the actual birthday. A holiday occurring on Saturday shall be observed on the Friday preceding. A holiday occurring on Sunday shall be observed on the following Monday.

21.2: Holiday Pay: The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight-time rate for all hours worked, plus the paid holiday at said straight-time rate.

21.3: Eligibility:

- A. To be eligible for holiday pay, an employee must have worked the last scheduled work day before, and the first scheduled work day following, the holiday. However, if an employee is absent on either or both of these days as a result of personal illness or on-the-job accident or illness, or with prior approval of his supervisor (non-bargaining unit), the employee will be considered to have met these requirements.
- B. Employees on layoff or leaves of absence are not eligible for holiday pay.

21.4: Holidays During Vacation: An employee shall be entitled to an additional vacation day when a holiday occurs during his time off work due to a vacation.

## **Article 22**

### **JOB CLASSIFICATIONS AND**

### **STRAIGHT-TIME HOURLY WAGE RATES**

Reference is made here to Exhibit "A," Job Classifications and straight-time Hourly Wage Rates.

By this reference, said Exhibit becomes a part of this Agreement. For the 2006 fiscal year, employees shall receive a 40 cents per hour across the board increase effective at the beginning of the pay period closest to July 1, 2005, but shall not be eligible for step increases. For the 2007 fiscal year, employees shall receive a 50 cents per hour across the board increase effective at the beginning of the pay period closest to July 1, 2006, but shall not be eligible for step increases.

### **Article 23** **INSURANCE**

23.1: Permanent full-time employees and dependents shall be provided the Employer's Preferred Provider group health and dental insurance after the initial ninety (90) days of employment. Effective July 1, 2005, the employee will pay a monthly premium contribution of \$35.00 for single or \$75.00 for family insurance coverage. Effective July 1, 2006, the employee will pay a monthly premium contribution of \$50.00 for single or \$100.00 for family insurance coverage. Where there are two (2) married employees employed by the County, they may take one (1) family plan or two (2) single plans. When two (2) single plans are taken, the employees will only be required to pay the monthly employee contribution for one (1) single plan. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. The Employer agrees to maintain group health insurance for each employee equivalent to that in effect on the effective date of this Agreement.

**The Plan provisions are:**

#### **Preferred Provider Plan**

Deductible*	\$250 Single* \$500 Family*
Co-payment	\$15 per PPO office visit
Co-Insurance	85%-15%
Prescriptions (no deductible) (Preferred Pharmacy)	80%-20% Generic 70%-30% Formulary 60%-40% Non-Formulary
90-Day Mail Order Prescription	Co-pay \$10.00 Generic Co-pay \$30.00 Formulary Co-pay \$60.00 Non-Formulary
Out-of-Pocket Maximum	\$750 Single \$1,500 Family
Lifetime Benefit Maximum	\$1,000,000

\* Effective July 1, 2006, the preferred provider plan deductible shall be changed to \$500 for single and \$1,000 for family.

#### **(Non-network Provider Provisions)\***

Deductible	\$600 Single \$1200 Family
Co-Insurance	60%-40%

Prescriptions

No coverage except in case of emergency. If emergency, will cover per PPO rates.

Out-of-Pocket Maximum:

\$1,500 Single  
\$3,000 Family

*\*The Non-network Provider Provisions become effective when an employee elects to utilize a care provider who is not a network provider participant.*

The Plan also includes the following provisions:

- Pre-admission certification.
- Common Occurrence Deductible: When more than one family member is involved in the same accident, only one per-member deductible need be satisfied.
- Normal newborn care.
- Well baby care to twenty-four months.
- One routine physical per member per calendar year.
- Dependent child coverage to age nineteen (19), or age twenty-five (25) if a full-time college student.

23.4: The Employer agrees to maintain dental insurance coverage for each employee and dependent. The Employer shall maintain the exclusive right to select the carrier for such insurance.

I. Specific Benefits:

A. Check-Ups and Teeth Cleaning	80%-20%
B. Cavity Repair and Tooth Extractions	80%-20%
C. High-Cost Fillings, Root Canals, Gums and Bone Diseases (Non-Surgical)	80%-20%
D. Dentures and Bridges	50%-50%
E. Teeth Straightening (\$1,000 maximum per lifetime)	50%-50%
F. Gum and Bone Disease (Surgical)	50%-50%

- II. \$750 maximum coverage per eligible member per calendar year deductible: \$25 per member, \$75 maximum per family per calendar year.

23.5: Upon retirement, employees will be eligible to remain on the Employer's insurance plan to age sixty-five (65) or until eligible for Medicare. The cost to the employee will be guaranteed as follows:

- A. Up to five (5) years of continuous employment: None
- B. Five (5) years, but less than ten (10) years continuous employment: 25%
- C. Ten (10) years or more of employment: 50%

The above guarantee will be compared to the percentage of maximum sick leave accrual (960 hours) the employee has accumulated, and the Employer will pay the greater amount. Maximum paid by the County will be ninety percent (90%).

Example 1: Cost of family insurance: \$200 per month. After five years, the employee



*retires with 500 hours sick leave. County guarantee: 25%. Employee accrual: 500/960 - 52% County will pay 52%, or \$104 per month. Employee will pay \$96 per month.*

*Example 2: After 15 years, employee retires with 960 hours accumulated sick leave. County guarantee: 50%. Employee accrual: 960/960: 100% County will pay \$180 per month (90%). Employee will pay \$20 per month.*

23.6: The Employer will provide Ten Thousand dollars (\$10,000) of life insurance coverage for each permanent full-time employee. The Employer shall have the exclusive right to select the carrier for such insurance.

#### **Article 24**

### **MILEAGE REIMBURSEMENT**

24.1: Mileage will be paid in accordance with the Code of Iowa for employer-required use of personal vehicles to perform bargaining unit work.

24.2: Employees shall not be required to use their personal vehicles for jobs which would reasonably be expected to cause undue hardship on the vehicle.

#### **Article 25**

### **JURY DUTY**

An employee required to serve as a juror shall receive his regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage received for such duty, to the Employer. When released from duty during working hours, the employee will report to work as soon as possible, but no later than two (2) hours.

#### **Article 26**

### **DUES CHECK-OFF AND INDEMNIFICATION**

The Employer agrees to deduct uniform union dues, fees, contributions, and any assessments from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in the Code of Iowa, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements, unless the employee shall give thirty (30) days' written notice to the Employer of cancellation. The Employer shall remit such deduction by the fifteenth (15th) of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such deductions.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**Article 27**  
**PAY PERIOD**

Employees will receive warrants at the end of each two (2) week pay period.

**Article 28**  
**VACATION**

28.1: Vacation Eligibility: During the first anniversary year, an employee will accrue vacation but is not eligible to use vacation time or receive reimbursement upon termination. Paid sick leave, vacation time, casual days and other paid leave are considered as time worked for the purpose of vacation accrual. Unpaid workers' compensation leave shall also be considered as time worked for the purpose of vacation accrual. An employee in any other unpaid status shall not accrue vacation. Each permanent full-time employee shall accrue vacation hours on a bi-weekly pay period basis according to the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual</u>
1 Year	1.54 hours
2-4 years	3.08 hours
5-11 years	4.62 hours
12-19 years	6.16 hours
20+ years	7.70 hours

Regular part-time employees will be eligible for fifty percent (50%) of the vacation of a full-time employee with equal years of service. Changes in the bi-weekly vacation accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs.

28.2: Vacation Usage: Earned vacation time may be accrued up to two (2) times the employee's maximum annual total accrual. For example, if an employee's accrual rate is 3.08 hours per bi-weekly pay period, the employee's accrued vacation balance may not exceed one hundred and sixty (160) hours. If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding this amount shall be forfeited.

28.3: Holidays During Vacation: If a recognized paid holiday falls during an employee's time off work due to vacation, he shall receive an additional day's paid vacation.

28.4: The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. The County Engineer may require the rescheduling of vacation when, in his judgment, it is necessary for the efficient operation of the department.

28.5: Termination: Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, an employee who is discharged for cause or who quits without a minimum of two (2) weeks' notice shall forfeit vacation pay.

28.6: Rate of Pay: Vacation pay will be at the employee's normal pay for the day or week for which he would have been regularly scheduled to work.

## **Article 29** **CASUAL DAYS**

29.1: Establishment: Each regular full-time bargaining unit employee shall be credited with four (4) casual days each July 1, to be used for whatever purpose the employee chooses.

29.2: Administration: Casual days may be taken in two (2) hour increments, and may be used to extend vacations or any other paid leave of absence. Casual days must be used during the calendar year or they will be lost. No reimbursement will be made for unused casual days upon termination from employment. Prior to the start of the work day, employees may obtain approval from the Engineer or his designated representative to use casual time in two hour increments.

29.3: Probationary employees shall be granted one (1) casual day April 1, one (1) casual day July 1, one (1) casual day October 1, and one (1) casual day January 1, if they are employed on that date.

29.4: Approval: Employees must obtain prior approval from the Engineer or his designated representative to receive casual day pay for an absence.

## **Article 30** **LONGEVITY PAY**

30.1: Eligibility: Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of service in the bargaining unit as follows:

- A. Four (4) years, but less than eight (8) years - \$45.00 per month.
- B. Eight (8) years, but less than twelve (12) years - \$55.00 per month.
- C. Twelve (12) years, but less than sixteen (16) years - \$65.00 per month.
- D. Sixteen (16) years, but less than twenty (20) years - \$75.00 per month.
- E. Twenty (20) years or more - \$85.00 per month.

30.2: Payment: Payment of longevity shall be divided between the first two (2) pay periods of each month. An employee who begins his employment on or before the fifteenth (15th) day of the month will be eligible for longevity for the entire month. An employee who begins his employment after the fifteenth (15th) day of the month will be eligible for longevity beginning on the first day of the month following the anniversary date of his employment.

30.3: Employees on Leave or Layoff: An employee who receives no wages during a pay period shall not receive longevity pay for the pay period.

**Article 31**  
**TRAINING AND EDUCATION**

At least once per year, the Employer will provide opportunities for employee training for promotional opportunities as funds permit. A sign-up sheet will be posted for employees to indicate a desire for equipment training. Training will be given in a reasonable period of time and should not be unreasonably denied. Attendance at any training involving absences from work and/or reimbursement for travel, lodging, etc., requires prior approval of the Engineer. The Employer reserves the right to deny crane training.

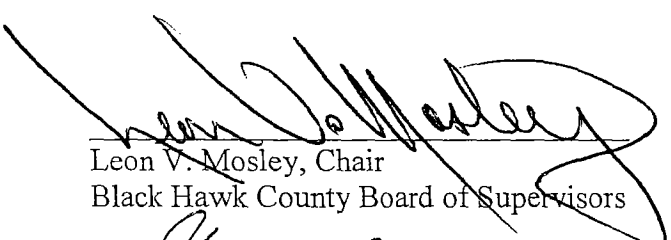
**Article 32**  
**DURATION OF AGREEMENT**

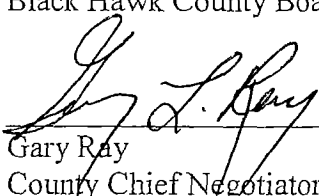
THIS AGREEMENT shall be effective from July 1, 2005, and shall continue to remain in full force and effect until its expiration on June 30, 2007.

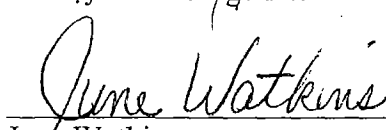
During the life of this agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

SIGNED this 7<sup>th</sup> day of June, 2005.

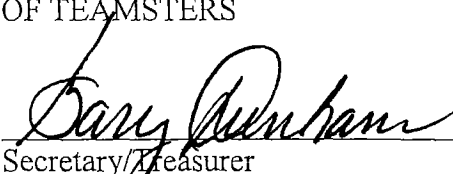
EMPLOYER:  
BLACK HAWK COUNTY  
SECONDARY ROADS DEPARTMENT

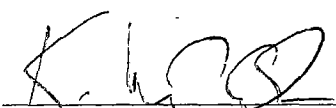
  
Leon V. Mosley, Chair  
Black Hawk County Board of Supervisors

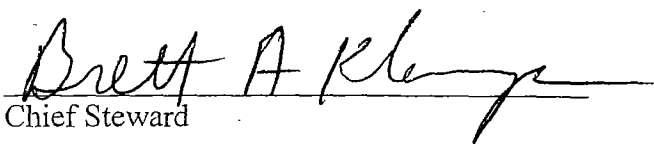
  
Gary Ray  
County Chief Negotiator

  
June Watkins  
Human Resources Director

UNION:  
CHAUFFEURS, TEAMSTERS AND  
HELPERS, LOCAL 238, affiliated with  
the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

  
Secretary/Treasurer  
Teamsters Local 238

  
Kevin McCombs  
Business Representative

  
Brett A. Kline  
Chief Steward

# Secondary Roads Wage Rates

July 1, 2005\* to June 30, 2006

40 cents ATB with no steps

Pay Grade	Job Classification	Step 1	Step 2	Step 3	Step 4
151	Labor/Equipment Operator I	14.41	15.73	16.31	16.92
151	Labor/Equipment Operator IA	14.41	15.73	16.31	16.92
152	Labor/Equipment Operator IB	15.26	16.31	16.91	17.96
152	Labor/Equipment Operator II	15.26	16.31	16.91	17.96
153	Labor/Equipment Operator IIIA	15.81	16.91	17.94	18.23
153	Labor/Equipment Operator IIIB	15.81	16.91	17.94	18.23
154	Service Mechanic	15.81	16.91	17.94	18.23
155	Mechanic	17.67	18.95	19.71	20.45
156	Roadside Management Botanist	17.67	18.95	19.71	20.45
157	Lead Worker/Bridges	17.67	18.95	19.71	20.45
158	Lead Worker/Signs	16.42	17.35	17.77	18.23
159	Engineering Technician Aide I	14.41	15.73	16.31	16.92
160	Engineering Technician Aide II	15.26	16.31	16.91	17.96
161	Engineering Technician Aide III	16.83	17.96	19.00	19.42
162	Parts & Inventory Control Clerk	15.26	16.31	16.91	17.96

Time in Steps:

Step 1: Hire  
Step 2: 6 month anniversary  
Step 3: 1 year anniversary  
Step 4: 2 year anniversary

\*Wage scale effective at the beginning of the pay period closest to 7/1/05.

## Secondary Roads Wage Rates

July 1, 2006\* to June 30, 2007

50 cents ATB with no steps

Pay Grade	Job Classification	Step 1	Step 2	Step 3	Step 4
151	Labor/Equipment Operator I	14.91	16.23	16.81	17.42
151	Labor/Equipment Operator IA	14.91	16.23	16.81	17.42
152	Labor/Equipment Operator IB	15.76	16.81	17.41	18.46
152	Labor/Equipment Operator II	15.76	16.81	17.41	18.46
153	Labor/Equipment Operator IIIA	16.31	17.41	18.44	18.73
153	Labor/Equipment Operator IIIB	16.31	17.41	18.44	18.73
154	Service Mechanic	16.31	17.41	18.44	18.73
155	Mechanic	18.17	19.45	20.21	20.95
156	Roadside Management Botanist	18.17	19.45	20.21	20.95
157	Lead Worker/Bridges	18.17	19.45	20.21	20.95
158	Lead Worker/Signs	16.92	17.85	18.27	18.73
159	Engineering Technician Aide I	14.91	16.23	16.81	17.42
160	Engineering Technician Aide II	15.76	16.81	17.41	18.46
161	Engineering Technician Aide III	17.33	18.46	19.50	19.92
162	Parts & Inventory Control Clerk	15.76	16.81	17.41	18.46

### Time in Steps:

Step 1:	Hire
Step 2:	6 month anniversary
Step 3:	1 year anniversary
Step 4:	2 year anniversary

\*Wage scale effective at the beginning of the pay period closest to 7/1/06.